

# EXHIBIT D

IN RE:

DEBTOR(S),

**JOINT DEBTOR(S) §**

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## CHAPTER: 13

**YVETTE TUGGLE**

, being duly sworn, deposes and says:

1. I am a/an **ASSISTANT SECRETARY** of LoanCare, LLC ("Movant")

and-am authorized to sign this affidavit on behalf of Movant. This affidavit is provided in support of the Motion for Relief from Stay (the “Motion”) filed contemporaneously herewith.

2. As part of my job responsibilities for Movant, I have knowledge of and am familiar with the types of records maintained in connection with the account that is the subject of the Motion (the “Account”) and the procedures for creating those types of records. I have access to and have reviewed the books, records and files that pertain to the Account and extensions of credit given to the Debtors concerning the property securing such Account.

3. The information in this affidavit is taken from Movant's business records regarding the Account. The records are: (a) made at or near the time of the occurrence of the matters recorded by persons with knowledge of the information in the business record, or from information transmitted by persons with knowledge; and (b) kept in the course of Movant's

regularly conducted business activities. It is the regular practice of Movant to create and maintain such records.

4. The Debtor(s), Thomas F. Griffin and Joint Debtor, Stacey L. Griffin, have executed and delivered or is otherwise obligated with respect to the **promissory note** (the “Debt Agreement”) attached to the Motion. Pursuant to the **deed of trust**, (the “Security Instrument”) attached to the Motion, all obligations of the Debtors under and with respect to the Debt Agreement and the Security Instrument are secured by the property referenced in the Motion.

5. As of July 15, 2020, there are one or more defaults in paying post-petition amounts due with respect to the Debt Agreement.

6. The total amount due to Movant, as of July 15, 2020, including pre- and post-petition amounts due, is **\$270,228.98**.

1. The following chart sets forth those post-petition payments, due pursuant to the terms of the Debt Agreement, that have been missed by the Debtor as of July 15, 2020:

| Number of Missed Payments | From       | To         | Monthly Payment Amount | Total Amounts Missed |
|---------------------------|------------|------------|------------------------|----------------------|
| 5                         | 03/01/2020 | 07/01/2020 | \$1,782.75             | \$9,749.05           |

Total: **\$8,913.75**

7. As of July 15, 2020, the total post-petition arrearage/delinquency and amount necessary to cure the post-petition default alleged in the Motion is **\$8,913.75**, consisting of the foregoing total of missed post-petition payments.

8. The following documents are attached as exhibits and incorporated herein by reference:

(a) Attached to the Motion as Exhibit [A] is a true and correct copy of the Note.

- (b) Attached to the Motion as Exhibit [B] is a true and correct copy of the Deed of Trust and Assignment of Deed of Trust.
- (c) Attached to the Motion as Exhibit [C] is a post-petition payment history.

I solemnly affirm under the penalty of perjury and upon personal knowledge that the contents of the foregoing paper are true.

LoanCare, LLC

Affiant

Yvette Tuggle  
**YVETTE TUGGLE**

**ASSISTANT SECRETARY**

SWORN TO AND SUBSCRIBED to me the undersigned authority of this 14 day of Sept, 2020.

Cheryl Decker

**CHERYL DECKER**

NOTARY PUBLIC STATE OF VIRGINIA

Notary's Name Printed:

**CHERYL DECKER**

My Commission Expires: 9/31/23

